

A. G. Contract No. KR01-0110TRN
ADOT ECS File No.: JPA 01-017
Project: US 60 (Grand Avenue) @ 163rd Avenue
Tracs No. H 4573 01C
Section: Deer Valley - Beardsley Roads

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SURPRISE

THIS AGREEMENT is entered into 5/9 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SURPRISE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City requests the State incorporate to the State's programmed construction of US 60, the installation of a new warranted traffic signal at the intersection of US 60 (Grand Avenue) @ 163rd Avenue, at an estimated cost of \$169,009.56. In addition, the City requests the State, during its US 60 roadway construction, also incorporate the installation of 60" and 36" steel casings for the City's future water and sanitary sewer crossings, to be installed along 163rd Avenue, at an estimated amount of \$116,280.00. The traffic signal and the 60" and 36" steel casings are herein referred to as the "Project" and totally at the City's expense, estimated at \$285,289.56. City will also be responsible for Consultant Design Costs of \$8,500.00, giving a total estimated Project cost of \$293,789.56. The purpose of this agreement is to define each parties responsibility for the funding, design, construction, operation and maintenance.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO 24615
Filed with the Secretary of State
Date Filed 5/9/01
Betsy Boyles
Secretary of State
By: d. Martin

II. SCOPE OF WORK

1. The City will:

a. Upon execution of this agreement and receipt of an invoice from the State, remit \$293,789.56 (which includes \$8,500.00 for Consultant Design Costs and 14% for construction engineering and administration), for the estimated cost of the Project, outlined in Exhibit "A", attached hereto and made a part hereof.

b. Provide to State standards, design plans, specifications and such other documents and services required, including the responsibility for design of electrical service and coordination with the local service company. City's design will include necessary signing and striping and provide disabled ramps at the intersection to comply with the American Disability Acts (ADA). Incorporate State review comments as appropriate.

c. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.

d. Be responsible for all costs associated with the design and construction of the Project, and any City related contract modifications, including up to 14% for construction engineering and administration of the Project, at an estimated cost of \$293,789.56.

e. Upon completion and acceptance by the State, provide electrical energy to operate the signal and be responsible for maintenance of the 60" and 36" steel casings.

2. The State will:

a. Upon execution of this agreement, invoice the City \$293,789.56 (which includes \$8,500.00 for Consultant Design Costs and 14% for construction engineering and administration), for the estimated cost of the Project, outlined in Exhibit "A".

b. Review the design documents and provide comments as appropriate. Design is to include necessary signing and striping and provide disabled ramps at the intersection to comply with the American Disability Acts (ADA).

c. Call for bids and award one or more construction contracts for the signal Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation attributable to the State

d. Upon completion of the Project, invoice or reimburse the City for any difference between the estimated amount paid to the State (as noted in II.1.a. above) and the actual costs plus up to 14% for construction engineering and administration costs of the Project.

e. Upon completion of the Project provide maintenance to the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Surprise
City Manager
12425 W. Bell Road
Surprise, AZ 85374

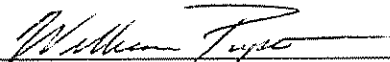
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SURPRISE

STATE OF ARIZONA

Department of Transportation

By 
WILLIAM PUPO
City Manager

By 
WILLIAM J. HIGGINS, P.E.
Assistant State Engineer

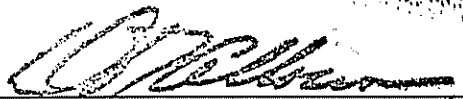
ATTEST

By 
SHERRY AGUILAR
City Clerk

RESOLUTION

BE IT RESOLVED on this 25th day of January, 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Surprise, for the purpose of defining responsibilities for the design, construction and maintenance of a new traffic signal at 163rd Avenue and US 60 (Grand Avenue) between Deer Valley and Beardsley Roads.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer or the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

REGULAR AGENDA ITEMS NOT REQUIRING A PUBLIC HEARING:

- Consideration and action to approve an **Intergovernmental Agreement** – Arizona Department of Transportation – Traffic Signal @ U.S. 60 and 163rd Avenue and installation of water and sewer line for future crossings - **\$314,538.00 -- PASSED.**

Ellis Perl, City Engineer gave a brief presentation regarding an Intergovernmental Agreement with Arizona Department of Transportation. Johnson made the motion to approve an **Intergovernmental Agreement** between the City of Surprise and **Arizona Department of Transportation (ADOT)** for the installation and maintenance of a new traffic signal located at the intersection of U.S. 60 (Grand Avenue) and 163rd Avenue for the amount of \$194,382.00, and installation of 60 inch steel casings for future water and sanitary sewer line crossings for the amount of \$120,156.00. The total project construction cost for this project including the 14% ADOT management fee is \$314,538.00. Anderson seconded the motion. 6 yes vote, 1 absent (Montoya). Motion carried.

- Consideration and action to support opposition of **House Bill 2096** – Preemption on Council Elections – **APPROVED TO OPPOSE LEGISLATION.**

Johnson made the motion to **support opposition** of **House Bill 2096** – Preemption on Council Elections. Villanueva seconded the motion. 6 yes vote, 1 absent (Montoya). **Motion carried to oppose this bill.**

- Consideration and action to approve authorizing the Intergovernmental Relations Director to lobby in support of **Proposed Legislation** which would protect **Luke Air Force Base** – **PASSED.**

Johnson made the motion to approve authorizing the Intergovernmental Relations Director to lobby in support of **Proposed Legislation** which would protect Luke Air Force Base (2602, 2604 & Senate Bill 1525). Anderson seconded the motion. 6 yes vote, 1 absent (Montoya). Motion carried.

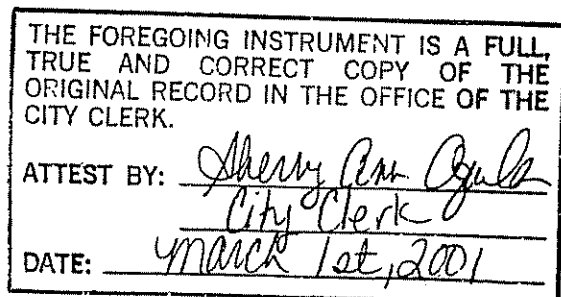


EXHIBIT A

SIGNAL COSTS

Item No.	Item Description	Unit	Quantity	Price	Amount
7050022	PAVEMENT MARKING, PREFORMED, TYPE I, WHITE STRIPE	L.FT.	1,170	\$2.00	\$2,340.00
7310010	POLE (TYPE A)	EACH	2	\$700.00	\$1,400.00
7310140	POLE (TYPE R)	EACH	4	\$4,500.00	\$18,000.00
7310197	BREAKAWAY BASE FOR LIGHTING POLE OR SIGNAL FLASHER	EACH	2	\$600.00	\$1,200.00
7310200	POLE FOUNDATION (TYPE A)	EACH	2	\$500.00	\$1,000.00
7310320	POLE FOUNDATION (TYPE R)	EACH	4	\$1,500.00	\$6,000.00
7310551	MAST ARM (20 FT.) (TAPERED)	EACH	4	\$750.00	\$3,000.00
7310600	MAST ARM (45 FT.) (TAPERED)	EACH	4	\$2,000.00	\$8,000.00
7320050	ELECTRICAL CONDUIT (2") (PVC)	L.FT.	1,260	\$9.00	\$11,340.00
7320070	ELECTRICAL CONDUIT (3") (PVC)	L.FT.	605	\$10.00	\$6,050.00
7320410	PULL BOX (NO. 5)	EACH	4	\$350.00	\$1,400.00
7320420	PULL BOX (NO. 7)	EACH	4	\$450.00	\$1,800.00
7320660	CONDUCTORS (163RD/GRAND INTERSECTION)	L.SUM	1	\$10,000.00	\$10,000.00
7330060	TRAFFIC SIGNAL FACE (TYPE F)	EACH	14	\$450.00	\$6,300.00
7330130	TRAFFIC SIGNAL FACE (TYPE Q)	EACH	6	\$600.00	\$3,600.00
7330210	TRAFFIC SIGNAL FACE (PEDESTRIAN) (MAN/HAND)	EACH	12	\$600.00	\$7,200.00
7330220	PEDESTRIAN PUSH BUTTON	EACH	10	\$300.00	\$3,000.00
7330310	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EACH	8	\$175.00	\$1,400.00
7330350	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VI)	EACH	2	\$450.00	\$900.00
7330360	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)	EACH	10	\$550.00	\$5,500.00
7340040	CONTROL CABINET (TYPE IV)	EACH	1	\$12,500.00	\$12,500.00

Item No.	Item Description	Unit	Quantity	Price	Amount
7340120	METER PEDESTAL CABINET	EACH	1	\$2,500.00	\$2,500.00
7350120	LOOP DETECTOR FOR TRAFFIC SIGNALS (6' X 6')	EACH	4	\$500.00	\$2,000.00
7350140	LOOP DETECTOR FOR TRAFFIC SIGNALS (6' X 50')(QUAD)	EACH	6	\$800.00	\$4,800.00
7360030	LUMINAIRE (HORIZONTAL MOUNT) (HPS 250 WATT)	EACH	4	\$500.00	\$2,000.00
7370455	MISCELLANEOUS ELECTRICAL (AS-BUILT DRAWINGS)	L.SUM	1	\$5,000.00	\$5,000.00
9080081	CONCRETE CURB AND GUTTER (C-05.10) (TYPE G)	L.FT.	307	\$10.00	\$3,070.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ.FT.	844	\$3.50	\$2,954.00
9080296	CONCRETE SIDEWALK RAMP (TYPE 6)	EACH	4	\$750.00	\$3,000.00
9240119	MISCELLANEOUS WORK (INTERNALLY ILLUMINATED STREET NAME SIGNS)	EACH	4	\$2,750.00	\$11,000.00
SIGNAL SUBTOTAL					\$148,254.00
Construction Engineering (14%)					\$20,755.56
SIGNAL TOTAL					\$169,009.56

UTILITY COSTS

Item No.	Item Description	Unit	Quantity	Price	Amount
8094061	CASING OR TUNNEL LINER (36") (OPEN CUT)	L.FT.	240	\$175.00	\$42,000.00
8094111	CASING OR TUNNEL LINER (60") (OPEN CUT)	L.FT.	240	\$250.00	\$60,000.00
UTILITY SUBTOTAL					\$102,000.00
Construction Engineering (14%)					\$14,280.00
UTILITY TOTAL					\$116,280.00
GRAND TOTAL					\$285,289.56

JPA 01-17

APPROVAL OF THE CITY OF SURPRISE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SURPRISE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 22 day of March, 2001.

George (Ted) Mariscal

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8859

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-0110TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 27, 2001.

JANET NAPOLITANO
Attorney General



JEFFREY T. MURRAY
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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